

GENERAL TERMS OF ELECTRICITY SUPPLY AGREEMENT WITH COMMERCIAL AND INDUSTRIAL CUSTOMERS (CONSUMERS AND RES SELF-CONSUMERS) OF BIOLAND PROMITHIA LTD

Whereas these General Terms and Conditions of the Electricity Supply Agreement apply to the Commercial and Industrial customers of Bioland Promithia, whether they are **Consumers** or **RES Self-Consumers**. A **Consumer** will refer to **Energy Offtake** for own use and a **RES Self-Consumer** will refer to **Net Energy Offtake** for own use, which by definition is the difference between Offtake and **Injection of RES** (Renewable Energy Sources) energy into the distribution system from the **Premises** of the **RES Self-Consumer**.

Whereas these General Terms and Conditions of the Electricity Supply Agreement of Bioland Promithia are governed by the Provisions of the Electricity Law of 2021 (130(I)/2021), the Rules of Electricity Supply to Final Customers as well as other relevant amending Laws and Regulations issued from time to time, in accordance with the aforementioned Laws, the applicable Transmission and Distribution Rules and the applicable Electricity Market Transitional Regulation Rules

WHEREAS Bioland Promithia Ltd, HE: 384964, hereinafter referred to as the **Supplier**, is a company that holds an Electricity Supply License number ΠΘ13-2019 (CERA license) and has registered with the Transitional Regulation of the Electricity Market as a Participant with accession contract number 01/2020.

AND WHEREAS the **Supplier** has offered to supply electricity to the **Premises** of the **Consumer** or **RES Self-Consumer** and to receive the excess electricity injected from the **RES Self-Consumer's Premises** into the distribution system.

AND WHEREAS the **Customer** has accepted the offer, and the following terms and conditions are agreed upon between the **Supplier** and the **Customer**, hereinafter collectively referred to as the **Parties**:

1. DEFINITIONS

Terms and Conditions not defined in these General Terms or in the respective **Agreement** in each case, shall be interpreted on the basis of the respective contract template approved by the Ministry of Energy, Commerce and Industry on the basis of the **Plan** as defined below.

- 1.1 **"Agreed Monthly Energy Offtake Levels"** means the monthly offtake levels of the Customer, which will be agreed upon at least two (2) months before the **Start Date** of the **Supply** Agreement between the **Customer** and the **Supplier** and which will constitute contractual obligations of both **the Supplier** and **the Customer** for the supply (offtake), in accordance with paragraph 3.6 and paragraph 5 of these General Terms.
- 1.2 **"Agreement"** means the Agreement for the Power Supply of Electricity to Commercial and Industrial Customers, signed between the **Supplier** and the **Customer**, as well as its Annexures and these General Terms.
- 1.3 **"Applicable Laws and Rules"** means all Laws, Rules and Regulations in force and effect in the Republic of Cyprus or the European Union as at the date of the **Agreement** and which may be published or brought into force and effect hereinafter including without limitation any revisions, amendments, regulations, rules and notifications made thereunder and decisions, decrees, orders and court decisions or regulatory authorities decisions or any competent authorities decisions that may be in force during the term of the **Agreement**.
- 1.4 **"Certified Measurements"** means the Certified Measurements (Offtake and Injection) which the **Distribution System Operator**, at the beginning of each month, gives to the Supplier for each meter it represents and relating to the previous month calendar (period), for billing purposes.
- 1.5 **"Consumer"** means the final customer, Industrial or Commercial, which offtakes electricity from the distribution system to its meter or meter system, provided by the **Distribution System Operator**, for its own use.
- 1.6 **"Consumption Bill"** means the detailed monthly invoice issued by the Supplier for the services provided by the **Supplier** under this **Agreement**, issued on the basis of **Energy Offtake** and **RES Injection** readings recorded at the end of each month and certified by the **Distribution System Operator** and other debts of the **Customer** to the **Supplier** arising from the **Agreement** and the applicable legislation.
- 1.7 **"Customer"** means the final customer of electricity for Commercial and Industrial use who can be a **Consumer** or a **RES Self-Consumer**.
- 1.8 **"Distribution System Operator"** means the Distribution System Management Unit and has the meaning defined in the applicable Legislation
- 1.9 **"Energy Offtake Meter"** means the meter or meter system through which **Energy Offtake** is measured, or any other meter that may replace

it. In the case of a **RES Self-Consumer**, the **RES Injection** is also measured and based on the readings that the **Net Energy Offtake** is calculated.

- 1.10 **"Energy Offtake"** means the offtake electricity from the distribution system to the meter or the meter system of a **Consumer/RES Self-Consumer**.
- 1.11 **"Equipment"** means the equipment of the **Distribution System Operator**, installed inside or outside the **Customer's Premises**.
- 1.12 **"Guarantee"** means the Bank Letter of Guarantee from a Cypriot Bank or a Cash Guaranteed deposit in a Cypriot Bank.
- 1.13 **"Load Meter Representation"** means the **Supplier's** assumption of responsibility, when having an active **Supply Agreement** with a **Customer (Consumer or Self-Consumer)**, whose **Energy Offtake** and **RES Injection** in the case of a **RES Self-Consumer**, are measured by an **Energy Offtake Meter** and act on behalf of the **Customer** in procedures of a commercial and technical nature in cooperation with the **Distribution System Operator**. The representation of the meter is undertaken by the **Supplier** following a relevant declaration of **Load Meter Representation** by the **Customer**, which is submitted by the **Supplier** to the **Distribution System Operator** and subject to the relevant consent of the **Customer**, who renews the data on the **Special Registry of Meters** .
- 1.14 **"Net Energy Offtake"** means the **Energy Offtake** from the distribution system minus the **RES Injection** into the distribution system, through the meter or meter system of the **RES Self-Consumer**.
- 1.15 **"Network Users Call Center (NUCC)"** means the network users call centre of the **Distribution System Operator**.
- 1.16 **"Pre-agreed Monthly Energy Offtake Levels"** means the non-binding offtake levels, as described in the **Agreement** and in accordance with paragraph 2.4 of these General Terms, which may be altered into **Agreed Monthly Energy Offtake Levels** in accordance with paragraphs 5.1 and 5.2 of these General Terms.
- 1.17 **"Premises"** means the **Customer's** premises, where the electricity supply will take place and both the offtake and the **RES Injection** will be recorded in an **Energy Offtake Meter** registered in the Special Registry of Meters maintained by the **Distribution System Operator**.
- 1.18 **"Purpose"** means the use of electricity for the needs of the **Customer's Premises**.

- 1.19 **"RES Injection"** means the injection of electricity produced by a **RES Self-Consumption Unit**, into the distribution system and recorded on an **Energy Offtake Meter** registered in the Special Registry of Meters maintained by the **Distribution System Operator**.
- 1.20 **"RES Self-Consumer"** means the final customer, Industrial or Commercial **Consumer**, who offtakes electricity from the distribution system to his meter or meter system for his own use and simultaneously produces electricity from a **RES Self-Consumption Unit** with the capability to inject excess electricity into the distribution system.
The categories of **RES Self-Consumers** mentioned below, are described in the Plan and the provisions of each category of **RES Self-Consumers** are incorporated in the respective Agreements.
- A. "RES Self-Consumer– Net Metering (NM)"** means the consumer who contracts with the Supplier based on the "Net Metering (NM) method "
- B. "RES Self-Consumer RES – Net Billing (NB)"** means the consumer who contracts with the Supplier based on the "Net Billing (NB) method "
- 1.21 **"RES Self-Consumption Unit"** means the unit that produces electricity from Renewable Energy Sources as defined in the **Applicable Laws and Rules**, for own consumption. A **RES Self-Consumption Unit** is represented by a Supplier and contributes to the reduction of the Energy **Offtake** of the **Supplier** in which it is registered.
- 1.22 **"Scheme"** means the "Plan for the Production of electricity from RES for own consumption" of the Ministry of Energy, Commerce and Industry currently in force and any subsequent amendments thereto.
- 1.23 **"Start Date"** means the date of commencement of electricity supply from the **Supplier** to the **Customer**.
- 1.24 **"Supplier's Customer Call Center"** means the Supplier's call centre through which the Customer may submit questions or complaints regarding the Supplier's supply services.
- 1.25 **"Supply Rules"** means the applicable Rules for the Supply of Electricity to Final Customers under the Electricity Market Regulation Act 130(I)/2021.
- 1.26 **"Transmission System Operator"** means the Transmission System Management Unit of Cyprus and has the meaning defined in the applicable Legislation.

2. OBLIGATIONS AND ASSURANCES OF THE CUSTOMER

- 2.1 The **Customer** confirms that he is the lawful occupant of the **Premises** as well as having full access to the **Premises**.
- 2.2 The **Customer** hereby authorizes and permits the **Supplier** and the **Distribution System Operator**, to have reasonable, necessary, safe, peaceful and unhindered access to its **Premises** for the performance of any work required by the **Supplier** and the **Distribution System Operator**, to the extent required for the **Purpose** of supplying electricity.
- 2.3 The **Customer** is obliged, under the Electricity Market Transitional Regulation Rules, to change its meter to an **Energy Offtake Meter** (Seasonal Time of Day type (STOD), if needed, at its own expense. In the event that the **Customer** does not pay the required expenses timeously to the **Distribution System Operator**, the **Supplier** may terminate the **Agreement** immediately.
- 2.4 The **Customer** is obliged to give authorization to the **Supplier** to enable him to request from the **Distribution System Operator** the historical data of the monthly **Energy Offtake/RES Injection** of the said **Customer**, for the last two (2) years for evaluation before submitting its offer to the **Customer**. The offer to the **Customer** if accepted will be incorporated in the **Agreement** which will contain a non-binding **Start Date** of the electricity supply and non-binding **Pre-agreed Levels of Monthly Consumption**.
- 2.5 The **Customer** is obliged to inform the **Supplier**, three (3) months before the start of electricity supply, of any change/s in its **Premises**—e.g. load change, tariff change, installation of photovoltaic system or for any other change that may affect its **Energy Offtake**. If these changes affect the **Pre-Agreed Monthly Consumption Levels** at a rate greater than or less than twenty percent (20%) in at least three (3) months, the **Supplier** reserves the right to amend and / or terminate the **Agreement**.
- 2.6 The **Customer** shall give to the **Supplier**, at least 1 (one) month prior to the **Start Date**, a **Guarantee** equal to 15% (fifteen percent) of the total forecasted amounts payable for the 12 (twelve) calendar months of electricity supply, to the **Customer's Premises**, according to paragraphs 5.1 and 5.2 of these General Terms. The amount of the **Guarantee** may be adjusted in accordance with paragraph 7.2 of the General Terms. This term is agreed upon by the **Parties** as essential.
- 2.7 The **Customer** must at least one (1) month before the expected **Start Date** of the electricity supply from the **Supplier**, have completed the

procedures related to the activation of the connection (if activation is required), have submitted the **Guarantee** as provided by the **Supply Rules**, and as in paragraph 2.6 and 7 of these General Terms, as well as any other documents as per the **Agreement** and have submitted the relevant **Load Meter Representation** forms to the **Supplier** for any further processing.

- 2.8 The **Customer** is obliged to use electricity exclusively for the needs of its **Premises** and the said electrical energy shall in no event be resold or permitted to be used by a third party, as this would constitute unauthorized use under the **Applicable Laws and Rules**. This term is agreed upon by the **Parties** as essential.
- 2.9 The **Customer** is obliged to take the necessary measures to prevent risks in its **Premises** and/or products and/or services, in case the **Supplier** encounters restrictions, for any reason, for which it is not responsible and/or is beyond its control regarding the supply of electricity.
- 2.10 The **Customer** must take responsibility for the safety of the meter/s, taking reasonable measures to protect it / them from third party interventions or damage as well as for the regular inspection of it/their registers. The **Distribution System Operator** is responsible for the maintenance, repair and proper operation of the **Customer's Energy Offtake Meter**, who may claim damages in case of failure or tampering of the meter/s.
- 2.11 In the event the **Customer** transfers the ownership of its **Premises** or assign any rights to a third party, it should ensure that there are no pending outstanding amounts to the **Supplier** regarding the electricity supply to the **Supplier**. In such a case, the **Customer** must inform the **Supplier** two (2) months before its intention to terminate the **Agreement** in accordance with the provisions of paragraph 10.1 of the General Terms. If the new owner of the **Premises** wishes to continue the supply of electricity from the **Supplier**, he must enter into a new **Agreement** as a new **Customer**. This term is agreed upon by the **Parties** as essential.
- 2.12 In the event that the **Premises** are used and/or occupied by a person other than the **Customer** and the meter is still on the **Customer's** name, the latter shall continue to be liable to the **Supplier** and shall ensure that all amounts due regarding the electricity supply to the **Premises** are paid in full on due dates, for as long as the meter remains in the **Customer's** name.
- 2.13 The **Customer** will not allow any third party to intervene on the **Equipment**, except for competent, or duly authorized persons of the **Distribution System Operator**.

- 2.14 The **Customer** shall maintain its power supply demand within the load entitlement approved by the **Distribution System Operator**. In the event this load is exceeded, the procedure provided by the **Distribution System Operator** will be followed. The load entitlement of the **Customer** will be stated in the **Consumption Bill** and in each invoice that will be issued to the **Customer**. This term is agreed upon by the **Parties** as essential.
- 2.15 The **Customer** assures that:
- (a) the information and documents provided to the **Supplier** for the purposes of the **Agreement** are accurate, true and complete.
 - b) is and will remain the legal user of the **Premises** for the entire duration of the **Agreement**.
 - c) for the entire duration of the **Agreement** he will ensure the safe maintenance of the **Equipment**, he will not interfere with the **Equipment** and he will inform the **Supplier** and the **Distribution System Operator** immediately of any damage or other event that comes to his attention in relation to the **Equipment**.
 - d) he has entered into and will maintain throughout the duration of the **Agreement**, a contract with the **Distribution System Operator** for the continued supply of electric power to its premises so as to enable the electricity supply that has been agreed upon with the **Supplier** under the **Agreement**,
- 2.16 The **Customer** agrees that he has read, understood and fully complies with the content of the **Supply Rules**.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1 The **Supplier** assumes the duties of representation of the meter after a relevant declaration of the **Load Meter Representation** of the **Customer**.
- 3.2 It is understood that the **Customer**, in accordance with paragraph 2.7 of the General Terms, will have submitted the relevant **Load Meter Representation** documents to the **Supplier** for further processing. The **Supplier** will submit the request for the **Load Meter Representation** of the **Customers Premises** to the **Distribution System Operator** and will inform the **Customer** about the decision of the **Distribution System Administrator** regarding the connection activation time (if required) and the **Start Date** of the electricity supply and the recording of the meter reading.

- 3.3 The **Supplier** must submit a **Load Meter Representation** application to the **Distribution System Operator**, after the relevant consent of the **Customer**, who must update the data of the Special Registry of Meters.
- 3.4 The **Supplier** shall provide electricity to the **Premises** referred to in the **Agreement** in accordance with the agreed prices set out in the **Agreement**. In case of a **RES Self-Consumer**, the **Supplier** must receive the excess electricity (injection) from the **Customer's Premises** as provided for in the **Agreement**.
- 3.5 The **Distribution System Operator** undertakes to collect and certify the readings of the **Energy Offtake Meter** (for offtake and injection) at the end of each calendar month and based on these **Certified Measurements**, the **Supplier** undertakes to issue, the relevant invoice and send it to the **Customer** for payment.
- 3.6 The **Supplier** is obliged to provide electricity to the **Premises** of the **Customer** based on the **Agreed Monthly Energy Offtake Levels**, in accordance with paragraph 5.
- 3.7 The **Supplier** shall be obliged to provide electricity at a level not exceeding the load entitlement which is contractually agreed on and recorded by the **Distribution System Operator** and which is already considered to be covered by the capacity of the Medium or Low voltage network, as the case may be. The responsibility for increasing the level of the load entitlement belongs exclusively to the **Customer** and therefore he must submit a relevant application directly to the **Distribution System Operator** or through the **Supplier**, who will act as intermediary.
- 3.8 At the time of termination/expiration of the **Agreement**, the **Supplier** shall send to the **Customer** a final bill, at the latest, within 6 (six) weeks, according to the information provided by the **Distribution System Operator**.
- 3.9 The **Supplier** is obliged to maintain a **Supplier Customer Call Centre** to which the **Customer** may address any queries or complaints relating the **Supplier's** services.

4. MUTUAL AGREEMENTS OF THE PARTIES

- 4.1 The **Parties** agree that any notices sent to each other shall be deemed to be received a) at the date of receipt if sent by registered post (b) at

the date of receipt if sent by fax and (c) at the date of dispatch if sent by e-mail.

- 4.2 The **Parties** agree that any terms of this **Agreement** may be amended according to any changes imposed by the competent authorities which relate to the supply of electricity.
- 4.3 In order to assess the accuracy of the meter of its **Premises**, the **Customer** may contact the **Distribution System Operator** directly. If during the assessment by the **Distribution System Operator**, it is found that:
- (a) the meter has ceased to operate or that it has not accurately recorded the quantity of electricity supplied, the **Distribution System Operator** shall calculate that quantity of electricity in accordance with the relevant provisions of the **Supply Rules**.
- b) the meter accurately recorded the amount of electricity supplied, the **Customer** must pay to the **Distribution System Operator** the chargeable fee for inspecting the meter.
- 4.4 The **Parties** agree that if the number of the **Energy Offtake Meter** changes , the **Supplier** shall inform the **Customer** in writing of such change and the **Customer** acknowledges that this constitutes sufficient notification.

5. AGREED LEVELS OF MONTHLY ENERGY CONSUMPTION

- 5.1 The **Agreed Monthly Energy Offtake Levels** shall be determined at least two (2) months before the **Start Date**, and will be re-evaluated, at least two (2) months before the start of the next period in the event of the renewal of the **Agreement**.
- 5.2 The **Agreed Monthly Energy Offtake Levels** are contractual obligations for both the **Supplier** and the **Customer** and must be retained within the deviation limits set out in paragraph 5.4 of these General Terms.
- 5.3 The **Customer** must submit his forecast in relation to the **Agreed Monthly Energy Offtake Levels** within ten (10) days before the beginning of the following calendar month, but remaining within the deviation limits of the **Agreed Monthly Energy Offtake Levels**.
- 5.4 In the event that the recorded **Agreed Monthly Energy Offtake Levels** of the **Customer**, increase or decrease in comparison with the **Agreed Monthly Energy Offtake Levels** by more than twenty percent (20%) as per paragraphs 5.1 and 5.2, of the General Terms with repeated

deviations for three (3) months (not necessarily consecutive) the **Supplier** is entitled to make a reasonable and justified adjustment to the applicable tariff parameters to mitigate the extent of its loss of revenue.

5.5 The whole of paragraph 5 is agreed upon by the **Parties** as essential.

6. DURATION AND RENEWAL

6.1 The **Agreement** shall be of force and effect on the date of signature and shall continue to be valid for 12 (twelve) months after the **Start Date** of the electricity supply from the **Supplier**.

6.2 The **Start Date** of the electricity supply from the **Supplier** to the **Customer** will be confirmed by the **Distribution System Operator** at the request of the **Supplier** to represent the **Customer's** meter.

6.3 The **Supplier** shall notify the **Customer**, by letter or electronically, of the forthcoming expiration of the **Agreement** 1 (one) month prior to its expiry as well as of the right of the **Customer** to change **Supplier**.

6.4 The **Agreement** shall automatically be renewed for at least 12 (twelve) months from the date of expiration of the **Agreement**, on the same terms and conditions (unless any amendments were made in writing between the **Parties**), unless prior to its expiration, there is a request for termination of the **Agreement** by either **Party**, which will be submitted at least two (2) calendar months prior to expiration date and except in the case of paragraph 10.2 of the General Terms.

7. GUARANTEE

7.1 The **Customer** shall pay to the **Supplier**, 30 (thirty) calendar days prior to the **Start Date**, a **Guarantee** equal to 15% (fifteen percent) of the total forecasted amounts payable for the 12 (twelve) month period covered by the **Agreement**.

7.2 The amount of the **Guarantee** may be adjusted during the term of the **Agreement**, in the event of a significant discrepancy between the **Consumption Bills** of the **Customer** and the estimated amount used to determine the **Guarantee** or in the event of a repeated delay in the payment of the **Customer's Consumption Bill**.

7.3 The amount of the initial **Guarantee**, in accordance with paragraph 7.1 of the General Terms, must be valid throughout the duration of the **Agreement**, as well as three (3) months after its expiration.

7.4 In case of termination of the **Agreement** by the **Supplier** due to non-payment of overdue debts or other amounts owed by the **Customer**, the

amount of the **Guarantee** shall fall in favor of the **Supplier** and shall be offset against the amount of overdue debts.

- 7.5 In the event of termination or expiry of the **Agreement**, the amount of the **Guarantee** shall be offset against the amount payable on the last **Consumption Bill** until the termination of the supply of electricity. Any credit arising after the set-off will be paid to the **Customer** without interest, within a maximum period of one (1) month from the issuance of the final **Consumption Bill**.
- 7.6 The above **Guarantee** will be released within three (3) months after expiration or termination of the **Agreement**.
- 7.7 The **Supplier** will send to the **Customer** two (2) months before the expiration of the **Agreement** a relevant reminder for the renewal of the **Guarantee**.
- 7.8 The whole of paragraph 7 is agreed upon by the **Parties** as essential.

8. CHARGES

- 8.1 The **Customer** will be invoiced monthly, based on the recorded and certified offtake and any injection of the **Energy Offtake Meter** installed or to be installed at the **Customer's Premises**.
- 8.2 The calculation of the monthly amount due and the preparation of the invoice by the **Supplier**, will be based exclusively on the certified readings that will be communicated by the competent **Distribution System Operator**.
- 8.3 The **Supplier** has the right to incorporate in the **Consumption Bill** any amount owed by the **Customer** to him from the **Energy Offtake** and in the case of a **RES Self-Consumer** the obligation to credit the **Customer** for any **RES Injection** carried out in accordance with the **Agreement**, any amount for services provided by the **Supplier**, any charges imposed by the Legislation as well as those regulated by the Cyprus Energy Regulatory Authority charges for Public Service Obligations.
- 8.4 The **Customer** is liable to the **Supplier** for the payment of the price corresponding to the amount of **Energy Offtake** provided to him at his **Premises**, in accordance with the **Agreement** and other charges provided for by the Legislation. The **Supplier** shall be liable to the **Customer** for the payment of the price corresponding to the amount of electricity injection from the **Customer's Premises** in accordance with the **Agreement**, as at the date of termination of the **Agreement**.

9. PAYMENT TERMS

- 9.1 The **Customer** pays the **Energy Offtake** based on the agreed tariffs as well as the other regulated charges determined by a Regulatory Decision of the Cyprus Energy Regulatory Authority for the category under which the **Customer** falls. In the case of a **RES Self-Consumer**, he is additionally credited for the **RES Injection** of electricity into the distribution system as provided for in the **Agreement**.
- 9.2 The **Customer** must deposit to the bank account indicated by the **Supplier**, the amount corresponding to the **Consumption Bill**, within the deadline specified in the **Agreement**. If the last payment due date of the invoice is a Saturday, Sunday or an official holiday of the Republic of Cyprus, the due date is considered to be the next banking working day.
- 9.3 In the event that the **Customer** fails or neglects to pay any amount due to the **Supplier**, the latter reserves its rights, in accordance with the **Supply Rules** and/or the **Applicable Law** and/or the relevant decisions of **CERA**.
- 9.4 It is understood that overdue debts will attract interest at the current default interest rate.

10. TERMINATION

- 10.1 Either **Party** may terminate the **Agreement**, at any time and without justifiable cause, by giving written notice to the other **Party** at least 2 (two) months in advance.
- 10.2 The **Supplier**, according to paragraph 5.4.3 of the **Supply Rules**, may terminate the **Agreement** and take the actions provided, to the **Distribution System Operator** for the cessation of the **Customer's** meter representation, if he has rendered him in defaults of payments due.
- 10.3 According to paragraph 5.4.4. of the **Supply Rules**, in case of a breach of the terms of the **Agreement**, which have been agreed to by the **Parties** as essential, for a period longer than thirty (30) days by the **Customer**, the **Supplier** notifies the **Customer** by setting a deadline of at least thirty (30) days for the remedy of the violation and informs the **Customer** of the consequences of any non-compliance within the set deadline. If the above deadline lapses without any remedy of the default, the **Supplier** is entitled to terminate, the **Agreement** without further

notice and to enforce any procedures available to the Responsible System Operator for the cessation of the representation of the **Customer's** meter.

11. ASSIGNMENT

- 11.1 It is prohibited to assign or in any way transfer the **Agreement** or the rights and/or obligations of the **Customer** to any natural or legal person.
- 11.2 Subject to paragraph 6.5.4. of the **Supply Rules**, the assignment of the **Agreement** by the **Supplier** to a third party is permitted only by agreement between the **Parties**.

12. LIMITATION OF THE SUPPLIER'S LIABILITY

- 12.1 It is understood that the **Supplier** shall not be held liable for any interruptions and/or malfunctions and/or damages arising from the operation of the grid, for which the **Transmission System Operator of Cyprus** and the **Distribution System Operator** are responsible in accordance with the Law. In addition, the **Supplier** shall not be held liable for any damages to the **Premises**, devices, other equipment of the **Customer** or bodily injuries to the **Customer's** personnel, attributed to the maloperation or malfunction of the grid. For any Network Failures, the **Customer** should contact the **Network Users Call Center** of the **Distribution System Operator**.
- 12.2 It is understood that the **Supplier** shall not be held liable for any loss or damage arising from fire, leakage, accident or any other cause beyond the control of the **Supplier** due to the supply of electricity to the **Premises** or due to the use or misuse of electricity or due to the faulty condition of appliances at the **Customer's Premises**.
- 12.3 The **Customer** shall indemnify, conserve and hold harmless the **Supplier**, as well as any of its employees, directors, and/or affiliates and/or subsidiaries against all claims and proceedings and expenses relating thereto for any injury and/or death of any person and/or damage to any property and/or any loss and/or damage caused and/or resulting from the use and/or misuse of the grid by any person other than the **Supplier** and/or its employees.
- 12.4 Should any incident arise beyond the reasonable control of the **Supplier**, which impedes the performance of any of its obligations under the **Agreement**, then such obligations shall be suspended to the extent required by such event. In the event of such an incident, the **Supplier**

shall notify the **Customer** accordingly, provided that this is reasonably and practically feasible.

- 12.5 Any such incident beyond the reasonable control of the **Supplier**, which prevents the **Supplier** from carrying out its obligations under the **Agreement**, shall not entitle the **Customer** to be compensated by the **Supplier**.

13. FORCE MAJEURE

- 13.1 If the performance of this **Agreement** and/or any obligation under the **Agreement** is prevented or restricted by circumstances beyond the reasonable control of any of the **Parties** of this **Agreement** and that **Party** is unable to fulfil its obligations, it shall give timely written notice of this incident to the other **Party**. The following incidents shall be considered as but not limited to a force majeure: war, hostilities, revolution, riots, revolt, terrorism, strikes, other social unrest, acts of God, destruction by third parties, epidemic, pandemic, flood, lightning, earthquake, fire, state of emergency.
- 13.2 It is expressly agreed between the **Parties** that the occurrence of a force majeure event shall entitle the other **Party** to suspend the fulfillment of its contractual obligations for the period required in view of the event of force majeure, with the option to terminate the **Agreement** at a later date, if the incident is still in force. It is understood that any outstanding amounts will have to be paid to the other **Party**.
- 13.3 It is understood that the occurrence of a force majeure event does not establish a right to compensation of the **Parties**.

14. AMENDMENTS

- 14.1 Any amendment to the **Agreement** will be valid only if it has been concluded in writing and signed by the **Parties**. Amendments shall also be deemed acceptable if sent by email or facsimile, as long as they are signed by the **Parties**.
- 14.2 It is understood that any amendment must, in every case, be completed within two (2) months before the expiration and/or renewal of the **Agreement**.

15. DISPUTES

- 15.1 Any claims and disputes arising from or in connection with this **Agreement** shall be resolved by binding arbitration in the Republic of Cyprus, in accordance with the Arbitration Law CAP.4.

16. CONFIDENTIALITY

- 16.1 None of the **Parties** to the **Agreement** will disclose the terms and conditions of the **Agreement** to a third party.
- 16.2 In addition, any information provided by the **Customer** or its representative should remain confidential and used by the **Supplier** only for its own use or that of its representatives, such as the monthly payment amount, consumption, etc.
- 16.3 Confidential information must not be disclosed to third parties without verbal and/or written consent and/or must be disclosed at the request of an institution or authority of the state, or by Law.
- 16.4 After the expiration of the **Agreement**, the **Supplier** is not entitled to use or make available to third parties the contact details of the **Customer** for the purpose of promoting products and services, without the written consent of the latter.
- 16.5 The **Parties** agree that the **Customer** may be required to provide consent for the disclosure of its data, including personal data, to **CERA**, the **Transmission System Operator of Cyprus** and the **Distribution System Operator**, for the execution of their powers, duties and responsibilities under the Law 130(I)/2021.

17. SEVERABILITY

- 17.1 If any provision of the **Agreement** is held to be invalid and/or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- 17.2 It is understood that in the event of a conflicting term between the **Agreement** and the **Supply Rules**, the provisions of the latter shall prevail.

18. WAIVER

- 18.1 This constitutes the entire **Agreement** between the **Parties** and the failure or delay of either **Party** to enforce any provision of the **Agreement** shall not be interpreted as a waiver and/or limitation of the other **Party's** right subsequently to enforce and/or compel strict compliance with every provision of the **Agreement**.

19. APPLICABLE LAW

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19.1 The **Agreement** is governed by and interpreted in accordance with the laws of the Republic of Cyprus and in case of dispute the courts of the Republic of Cyprus will have exclusive jurisdiction.

20. GENERAL

20.1 Words in the masculine gender also include the feminine, words in the singular include the plural and vice versa and the words and/or phrases found in the **Agreement** have the corresponding meaning ascribed to them.

20.2 The titles of the paragraphs are not binding to their content.